

Intimations

Hongkong, April 20, 1904.

QUALIFIED LAND SURVEYOR
Furnished with Field and Office

7. BEACONSFIELD ARCADE, HONGKONG, & PHILIPPINES.
Hongkong, October 28, 1904. 137

command of the sea. Russian warships completely ignored this declaration and even the day after the attack on the MV, the Soviet ships were still in the area.

Full Cream.

Largest Sale in the World.

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BRANCH—CORN
Orn
NEVER SOLD A

TO BE HAD IN ALL RESPECTABLE

See's Road Central, Hongkong.
1, NANKING AND KIASUMI ROADS, SHANGHAI.
HOURS—9 A.M. TO 5.30 P.M.
DEUG STORES ON OTHER AGENTS.

Inspection is cordially Solicited.
Very Low.
No. 55, QUEEN'S ROAD CENT.
Next Door to Chinese Club.
Hongkong, November 1, 1904.

Price	1	ROAD CENTRAL	Most	Central
Position				
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		Care of "CHINA MAIL" Office		
1963		Hongkong, September 5, 1964		1958

ON YOUR TABLE

M. H. HUTTON is prepared to deliver **BREAD** in Hongkong and Kowloon. The Sanitary Arrangement is nearly perfect as possible and the

successful. The idea is to use the Japanese as the drivers on with a land-line communication route through the mountainous country.

TO BE HAD IN ALL RESPECTABLE

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retail provision

GO! IN THE FUTURE Imperial Electronics

No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 84

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WHAT IS CONTRABAND?

The Legality of a Trade Line.

The case in which the *Ocean Shoon* Kaisha proceeded against the owners of the *Prometheus* for damages for a breach of a charter in refusing to carry provisions and timber, which the owners claimed were contraband but which the charterparty contained were not, was continued to-day at the Supreme Court, before His Lordship, Sir H. B. Berkeley, Acting Chief Justice. Mr. E. H. Sharp, K.C. (instructed by Mr. John Hastings) appeared for the *Ocean Shoon Kaisha*, while Mr. M. W. Slade (instructed by Mr. Wilkinson, of Messrs. Wilkinson and Grist) represented the owners of the *Prometheus*.

Mr. Sharp continued his address on the question of the legality of the trade line in the Interport trade of Japan. Whatever the law was on the subject, he said, the two parties had agreed that the ship should be used for that trade. In point of fact that was the whole purpose of the charter, and was so known to the persons who entered into it. In the view of the arbitrator it was stated that he agreed that at the time the charter party was signed it was understood that the vessel was to engage in the Japanese Interport trade, and later on it was stated that it was not denied by the Hongkong agents of the *Prometheus*.

Mr. Slade took exception to the statement that the Hongkong agents did not deny that the vessel was to engage in Interport trade. If the Hongkong agents had asked that it be referred back to the arbitrator with the question: 'Were the goods asked that question?' Mr. Slade said they were not.

Mr. Sharp was content to omit the words retaining only the first portion of the statement.

His Lordship—What is denied.

Mr. Slade—The words 'nor has the Hongkong agents denied this.'

His Lordship—Is there anything in the charter party from which you can draw that inference. While I am bound by the arbitrator I am only bound if it is a reasonable inference.

Mr. Slade—it is suggested that the question has been asked. It has not been asked.

Mr. Sharp—It does not state it as admitted—it says it was not denied.

Mr. Slade—The question was put but it was objected to by the arbitrator and the arbitrator upheld the objection.

His Lordship—You say that there was no evidence before the arbitrator to warrant his making the statement.

Mr. Slade—The question was never put and answered.

His Lordship took note of the objection. Mr. Slade continued that before the ship was taken over by the charterparty certain correspondence passed between the two parties in which it was stated that the Japanese Government had opened certain ports to foreign steamers, if these steamers were owned by Japanese firms. A letter from the defendants stated that they considered all non-treaty ports to be open so long as the Japanese Government allowed them to remain open for foreign trade. The charterparty was to the agents informing them that they had permission from the Japanese Government to send their steamers to any port in Japan, including non-treaty ports. In reply the agents stated that they had no objection to that so long as the Government allowed it. These letters, said Mr. Sharp, explained what was meant by the parties by the term 'open ports.'

His Lordship—That justifies the arbitrator in the conclusion he arrived at, that the vessel was to engage in Interport trade.

Mr. Sharp—The letters do not add any new terms; their purpose is merely to explain what the parties meant in the language they used.

His Lordship—Assuming that the parties did understand that they were going to engage in the Interport trade of Japan that does not help us in determining whether it is lawful.

Mr. Sharp—When the proper meaning is attached to the word 'lawful' it is immaterial whether the parties were agreed. Taken in conjunction with the letters, Clause 36, referring to the question of Interport trade in Japan, the natural inference was that in view of the law on the subject the Clause was not to be construed as having had no effect known to the vessel was to be used in the Interport trade.

His Lordship—That appears to be the only inference.

Mr. Slade if the law is consulted it would be seen that they did not support the plaintiff's contention.

His Lordship—The inference is that the ship must be in Japan.

Mr. Slade—But not in a non-treaty port.

Mr. Sharp—Coupled with the letters and the Law of Survey it is quite clear.

Dealing with the question of the agents' authority Mr. Sharp said that apart from the presumable authority of the agents—and they must be presumed to have a general authority to enter into the charter on behalf of the owners—and even if they had no evidence of ratification from the owners, it would not matter. But they had the opinion of the arbitrator, evidence of an actual ratification subsequently made by the foreign principle in Norway. The arbitrator stated his finding that the owners ratified the charter upon the contention that, prior to the ship being engaged in the trade, they must have known of the charter. A telegram from the owners to the captain of the *Prometheus*, dated March 19, was received, in which it was stated that Lloyd's considered as contraband the goods they were to carry and the words 'they cannot' meant, he suggested, that the owners cancelled the charter. The interval of time between the making of the charter and the receipt of the telegram also indicated that the owners were aware of the charter. Under the circumstances it was not a telegram repudiating the charter; it was a ratifying telegram, but such a ratifying telegram was not clear on the point Mr. Sharp proposed to sweep it away.

His Lordship considered that it was very important as indicating what was the meaning in the minds of the parties at the time. They did not object on the ground of the Interport trade, but on the question of contraband.

Mr. Sharp—On that point I throw great light. Even supposing that the trade had been closed absolutely closed, before the war, and that it was closed by all the reasons your Lordship may take, and supposing that the doctrine of the rule of war was taken to be in full force, even then it would not be illegal in the sense recognized by

the Court, to engage in that trade. Illegality was a breach of municipal law, that was speaking broadly. There were exceptions, and Mr. Sharp proceeded to cite cases in which the exceptions occurred. Where there was no municipal law on the subject of a charter in which International law attached certain penalties upon the charter was only an agreement to take the risk consequent on capture by a belligerent. Such a trade is not prohibited, but certain consequences are attached to the capture of a vessel engaged in such a trade and all the neutral Government said 'You must not look to us for help if you get caught.' The result of that was perfectly clear; the charter would not be unlawful. If the parties were shown to have entered into the contract for the purpose of the trade they had merely entered into a contract to take the risk, and the contract could not be considered as illegal; it was simply an assumed risk. The doctrine of war applied to ports closed before the war, and which had been opened because of the compulsion of the naval supremacy of either belligerent. Was the trade of the Japanese ports closed before the war, and it could not be said to have been opened by the neutral success or maritime supremacy of Russia. Had Russia established such a position as to be entitled to the proper fruits of success in the ports mentioned?

In concluding his address Mr. Sharp said with regard to the rule of war, 1876, that the principle was clear; that it could not apply to the present case for the reasons mentioned. Both the parties expressly agreed that the *Prometheus* was to be employed in the trade, and such a contract would not be illegal. The goods in question, under all the circumstances of the case, were not contraband, and consequently the captain ought to have accepted them. The voyage was one which the charterparty had performed under the terms of the charter, and he asked that the answers to the questions submitted would be in favour of the plaintiffs, and be remitted to the arbitrator for the assessment of damages.

Mr. Slade, in opening the case for the defence, said that he desired to remove certain obscurities as to the meaning of the Russian declaration of contraband. The only official form of the declaration of contraband in the exact words in which it was delivered was contained in the *Government Gazette* of March 6. The translation, as suggested by Mr. Sharp, was inaccurate, the first words meant 'as well as' or 'also', not 'such as' or 'including.'

His Lordship—It is, as it were, 'pig-dog' French. It seems to be bad French. If the words were 'as well as' they would be inconsistent with the following words.

Mr. Slade quoted from the translation in the *London Gazette* giving the whole declaration, from which it appeared that the words were 'as well as.'

After argument His Lordship asked—Do you say that in any event rice, foodstuffs, horses and beasts of burden are, whatever be the destination, absolutely contraband.

Mr. Slade—Yes.

His Lordship—And that other beasts, which may be used for warlike purposes are only contraband if they are destined for the enemy.

Mr. Slade—Yes.

His Lordship—Then the exemption is in favour of mules.

Mr. Slade—As your Lordship pleases.

His Lordship—It seems to me that you attach an undue value to the use of the expression 'as well as.' You submit that everything is absolutely contraband, irrespective of destination, excepting other beasts of burden when they are not destined for the enemy.

Mr. Sharp pointed out that the translation appeared in the *Hongkong Government Gazette*. In one case the words were translated as 'including,' in the other case 'as well as.'

His Lordship—I am not bound by any translation, I have the original in French here.

Mr. Slade contended that the Prize Court at Vladivostok concurred with his view in the case of the *Arcton*. The text of the American protest against the decision of that Court showed that the Russians considered that railway material and flour destined to Japanese ports and consigned to different Japanese firms were contraband.

Mr. Sharp objected to the extract read on the ground that there was no evidence that the Vladivostok Prize Court did not consider that the food stuffs, although consigned to merchants, were really intended for the Japanese forces.

His Lordship said that because they condemned the flour as contraband did not the flour would have been condemned as it was being transported to Japanese ports.

Mr. Slade said that it appeared that all goods going to Japanese ports, *de facto*, were contraband, but *de jure* they should not be.

His Lordship—To me it reads that the declaration as to the goods mentioned in the declaration are in the course of transportation on account of the Japanese. Russia intended to seize them. But whether they had the right or what was the effect of their declaration was a different point.

Mr. Slade said that the effect was that the declaration made by Russia had been used to justify the seizure of the goods. The English Court said that the greatest possible respect to the judgment of a Prize Court. The only judge of what was a lawful prize was a Prize Court, and they had to administer and interpret the prize laws of the country.

His Lordship—Do you submit that what Lloyd's considered as contraband the goods they were to carry and the words 'they cannot' meant, he suggested, that the owners cancelled the charter. The interval of time between the making of the charter and the receipt of the telegram also indicated that the owners were aware of the charter. Under the circumstances it was not a telegram repudiating the charter; it was a ratifying telegram, but such a ratifying telegram was not clear on the point Mr. Sharp proposed to sweep it away.

His Lordship considered that it was very important as indicating what was the meaning in the minds of the parties at the time. They did not object on the ground of the Interport trade, but on the question of contraband.

KING'S BIRTHDAY.

To-morrow's Arrangements.

To-morrow being the King's birthday suitable arrangements have been made to do honour to the occasion.

One of the most important ceremonies of the day will be the review of all the troops attached to the Garrison and the Navy at Happy Valley in the morning. The troops will be on parade at 9.45 a.m. and will be drawn up parallel to the race track in the following order:—Royal Naval Brigade, Royal Garrison Artillery, Royal Engineers, 1st Sherwood Foresters, Hongkong and Singapore Battalion R.G.A., Hongkong Volunteers, 110th Mahratta Light Infantry, 93rd Burma Infantry and 114th Mahratta.

His Excellency Sir Matthew Nathan will attend the review in company with other naval and military officers and will inspect the troops, at the conclusion of which a Royal salute will be fired.

His Excellency will receive a visit from the French Admiral and Prince Adalbert of Prussia at 11.30 and will return the visits later in the day.

Mr. Hutton will be 'at home' between 4 and 6 p.m. and will receive a large number of visitors including His Excellency the Governor.

At Government House an official dinner to 800 of departments will be given at 8 o'clock, to which 60 gentlemen have accepted invitations, and at 9.30 p.m. an 'at home' will be given. There seems to be an impression abroad that ladies are not expected to attend the 'at home,' but we are authorized to say that this is wrong, and that His Excellency will be glad to see lady visitors.

Being busy during the morning His Excellency will receive a number of calls during the afternoon that are usually paid before him.

A Royal salute will be fired from the Saluting Battery at noon, and by the ships of war port, and the Royal Standard will fly from the flag pole at Government House and Headquarters House during the day, while the Union Flag will fly from the flag pole.

Today will be celebrated as a general holiday in the Colony, and most if not all European businesses will be closed.

The CHINA MAIL will be issued shortly after noon.

SEAMEN REFUSE TO PROCEED TO VLADIVOSTOK.

Their Action Justified.

An important case came before the Hon. Captain Barnes-Lawrence, at the Harbour Master's Court this morning, when twenty-one of the crew of the s.s. *Salfordia* were charged with that they did wilfully continue to disobey the lawful commands of the Captain of the ship, and refuse to proceed to sea on the 10th inst.

Captain G. Dunning, master of the *Salfordia*, stated that the defendants signed on at Cardiff to proceed to Manila and any other port, or places, between latitude 75° N. and 60° S., on a three years' agreement. The ship left Cardiff on August 12 last and proceeded on the voyage, going round the Cape of Good Hope and calling at Durban for bunker coals. After leaving Durban he proceeded to Labuan for more coal and the day after arriving there he got orders to take in sufficient crew to proceed to Vladivostok. He called the crew together and informed them that the vessel was ordered to Vladivostok, and asked them if they had any objections to going there. The whole of the crew refused to obey the captain's orders, and he had no effect the time. Three or four days later he again put the question to them and they again refused, and witnesses obliged their decision to the captain and resolved to proceed to Hongkong to prosecute them.

By the Court: There was no mention made of the vessel carrying contraband when the articles were signed. No remarks were made or interest displayed on the fact of his making the voyage round the Cape. He had no difficulty with the defendants in respect to their duties, everything having gone on as usual. He was authorized by the owners while at Labuan to offer an inducement to the men to proceed in the shape of a bonus of two months' pay. If any of the men were willing to proceed now he was prepared to withdraw the charge against them.

His Lordship to the defendants—Before hearing any further evidence I am desirous of affording you an opportunity of altering your decision. You will possibly urge good reasons for your action in your defence but your case may, and probably will, present difficulties, and in my opinion, taking into consideration that you have been offered a bonus to proceed, you would do well to accept.

After consultation the defendants still adhered to their decision.

His Lordship, denouncing, representing the defendants, that they signed articles to proceed to Manila via Durban, but never went to Manila. With respect to proceeding to Vladivostok they refused for the following reasons:—Several ships have been destroyed, and lives lost in the contraband trade—owing to striking mines and other causes in the vicinity of the Russian ports. They also received newspaper cuttings concerning the hardships endured by the crew of the *Chishan* who were sent to England via Siberia—a trip which at this time of the year when they had no warm clothing would be a great hardship.

By the Court: They were informed that they would be sent home from Vladivostok.

The Captain, recalled, said that the only reason for the above statement was that, he told the men that if the vessel was captured they would be sent home.

A man, counselling, said that he had no reason for supposing that the coal would be distributed elsewhere than at Manila. They were neither informed nor led to believe that they were going to Vladivostok. He had been informed that the coal would be distributed elsewhere than at Manila. They were neither informed nor led to believe that they were going to Vladivostok. He had been informed that the coal would be distributed elsewhere than at Manila. They were neither informed nor led to believe that they were going to Vladivostok.

for the reasons stated, to proceed to this port. If the goods mentioned in the name of the vessel were not contraband, the vessel would not have been damaged. The statements, however, made by the men as to the treatment received by them on board, and the carrying of contraband, were admitted. Unfortunately of no contradiction while should Vladivostok be again bombarded and this vessel be within its harbour at the time danger to life might reasonably be apprehended. Under these circumstances, and taking into consideration that the crew were in ignorance when they signed articles that the vessel was carrying contraband, he was unable to regard their decision, in refusing to proceed, as an offence meriting punishment, and consequently must dismiss the charge.

AN APPEAL TO WOMEN.

The Samaritan Free Hospital.

To the Editor of the CHINA MAIL.

Sir—Having recently had an intimate

working acquaintance with the Samaritan

Free Hospital for Women, I feel it would

be a pleasure to let this community know

of the work which is being done there

and to encourage the women of Hongkong

to contribute to the support of the

hospital. The hospital, situated in one

of London's busiest localities, is a near

neighbour of that admirable institution,

the Queen Charlotte Lying-in Hospital.

On the staff of the hospital are some of

London's most brilliant gynaecologists who

give their services free of charge to all the

needy poor who come to the hospital and

apply for their advice. Thereby the hospital

in the land receive the benefit of that

expert knowledge which under other

circumstances is only available to the rich.

Have the women of Hongkong the same

and treatment which the wives of the

wealthy pay hundreds of pounds for?

This might be said of any hospital, but I

wish your participation to emphasize

one point which will appeal to every

charitably inclined woman in Hongkong.

It will have been noted that the appeal is

directly towards building the new out-patient

department, and details are given of the

number of cases treated in a year. It is

within my personal knowledge that many of

these cases are early cases of cancer.

Through this out-patient department

cancer is constantly diagnosed in its early

stages, i.e. in the early stage in which it

can be cured by operation. The patient is

operated on by the most skilful gynaecological

surgeon in London and in many cases

absolutely cured of this dread disease. It

follows, therefore, that hundreds of lives in

the year are saved by means of the out-

patient department of the Samaritan Free

Hospital for women.

But how, it might be asked, does this

affect the women in Hongkong? It

affects them in this way—I personally know

that many of the improved knowledge

gained in the treatment of disease of

women emanates from pioneer work

done at the Samaritan Free Hospital

by our leading gynaecologists. The

knowledge is in turn conveyed to the

medical students of the women of Hong-

kong and results for the benefit of the

latter, therefore, earnestly add my appeal to

'Charity's.' Will not the women of Hong-

kong show some of that earnestness in

this cause of charity for which Hongkong

has ever been noted?

Enclosing a description of \$12,

Yours, etc.

W. W. WING.

We will be pleased to acknowledge all

subscriptions, great or small, and to

subsequently forward them to London. We

have to acknowledge the following:

Charity \$10

F. \$12

Well-Wisher \$12

A. G. S. \$5

THE BAND IN THE GARDENS.

An Appreciated Innovation.

The authorities responsible for the ap-

pearance of the Sherwood Foresters' band

in the Public Gardens, must indeed have

been well pleased at the amount of interest

centered in the band's first concert, if they

visited the gardens yesterday afternoon. It

is a long time since our beautiful gardens

attracted so many visitors, or presented

such an animated appearance, as they did

yesterday. Fully 600 people were dis-

tributed over the lawn and surrounding

grounds, and, at least, the place was

what it should be, a scene of un-

derstanding enjoyment. The afternoon

was perfect, the music good, the

surroundings—green grassy slopes, pretty

shrubs, umbrageous palms and trees, and

a bubbling fountain—were sufficient to

cause anyone who had been confined to the

house, or the office, all day long, to wonder

why he had not been there, and to regret

that he was not there, and to regret that

they would do so more frequently in

future.

Viewed from the road above, the scene

was a picturesque one, and one such as

only to be seen East of Suez. Though there

was a large number of Europeans present,

the band was composed of Chinese and

Chinese, and the music was of a

Western character, lent colour to the

scene. The womenfolk of the band, in

the dress of things to which one is

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of

AGENTS FOR THE CHINA MAIL.

LONDON—F. ALLEN, 11 & 12, Cannon Street, E.C. 4.
NEW YORK—The Overseas Express Co., 20, Broadway, N.Y.C.
PARIS—F. ALLEN, 11 & 12, Cannon Street, E.C. 4.
SAO PAULO—The Overseas Express Co., 20, Broadway, N.Y.C.
SINGAPORE—The Overseas Express Co., 20, Broadway, N.Y.C.
SYDNEY—The Overseas Express Co., 20, Broadway, N.Y.C.
TOKYO—The Overseas Express Co., 20, Broadway, N.Y.C.
YOKOHAMA—The Overseas Express Co., 20, Broadway, N.Y.C.

Intimations.

MEH OEHUNG,
 HIGH-CLASS PHOTOGRAPHER.
 Developing and Printing for Amateurs.
 BRANCH HONGKONG HOTEL CORRIDOR.
 1887

相映 TAI WOO. 和泰
 PHOTOGRAPHER AND PORTRAIT
 PAINTER. FRAME MAKER.
 LANDSCAPES, PICTURES & VIEWS FOR SALE.
 No. 38, 2nd Floor, QUEEN'S ROAD
 CENTRAL, HONGKONG.
 Hongkong, September 3, 1904. 1628

NOTICE TO SHIPPERS.

THE NIPPON YUSEN KAISHA are prepared, during suspension of their Trans-Pacific Service and until further notice, to Book Cargo and Passengers to Seattle, Wash., Victoria, B.C., and PACIFIC COAST PORTS, also to OVERLAND POINTS in the UNITED STATES and CANADA in connection with the GREAT NORTHERN RAILWAY from SEATTLE and BOSTON, by the Steamers of the NORTHERN PACIFIC S.S. CO. BOSTON STEAMSHIP and TOWBOAT COYS., OCEAN S.S. COY. and CHINA MUTUAL S.N. COY.
 For further Particulars, apply at the Company's Local Branch Office in Prince's Buildings, First Floor, Central Road.
 A. S. MIHARA, Manager.
 Hongkong, May 20, 1904. 1528

STEAM TO CANTON.

THE NEW Twin Screw Steel Steamer, **KWONG HOON**, Captain J. P. MARTIN, **KWONG YUNG**, 1,328 tons, will leave HONGKONG for CANTON at 9 Every Evening (Saturday excepted). Leave CANTON for HONGKONG about 5.30 o'clock Every Evening (Sunday excepted). These fine new Steamers have unexcelled accommodation for First Class Passengers and are lit throughout by Electricity. Passage Fare—Single Journey, \$4.00. Meals, \$1.00. The Company's Wharf is a short distance West of the Harbour Master's Office, SHU ON S.S. CO., LTD., and YUEN ON S.S. CO., LTD., No. 8, QUEEN'S ROAD WEST, Hongkong, November 3, 1904. 31

HONGKONG-MACAO LINE.

S. S. "WING CHAI," Captain T. ACHIN, R.N.R. THIS Steamer departs from HONGKONG on Week Days at 8 A.M. and on Sundays at 8.30 A.M. Departs from MACAO on Week Days at 2.30 P.M. and on Sundays at 6.30 P.M. FARES—Week Days 1st Class, including cabin and servant, Single \$3. Return \$6. 2nd Class \$2. 3rd Class \$1.50. Every Sunday will be an Excursion at the following rates:—1st and 2nd Class Single Ticket \$1. Return \$2. 3rd Class Single Ticket \$1. Return \$1.50. On the Macao Hotel, for returning Passengers only. A special charge of \$2. On Sunday, Passengers desiring to have a Private Cabin which has accommodation for two or more passengers, will be charged \$3.00 extra. First-class Passengers who do not care to return on the Excursion Sunday, will be allowed to do so the following day (Monday) on production of the Return Half Ticket. Should the Steamer not run on the Monday, owing to the Boiler Cleaning, due notice will be given by the Captain and the Half Ticket will be available for the following day. The Ship is lit throughout by Electricity. The Steamer's Wharf at Hongkong is at the Western end of Wing Lok Street. MING ON & CO., 2nd Floor, 16, Victoria Street, Hongkong, November 7, 1904. 1520

S. I. T. L. G.
 SINGAPORE, 14, D'ALMEIDA STREET.
 TERMS VERY MODERATE.
 Consultation Free.
 Hongkong, April 24, 1904. 638

ADVERTISEMENTS.

THE Attention of Advertisers is drawn to the Latest Books for reading, Advertisements and Circulars for Address.
 Advertisements and additions to advertisements on Nov. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 1904. New Advertisements should be sent in before 2 P.M.
 G. M. BAIN.
 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 1904.

Insurance.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.
 TOTAL FUNDS at 31st December, 1903, £16,893,600.
 AUTHORIZED CAPITAL £2,000,000.
 SUBSCRIBED CAPITAL £2,000,000.
 PAID-UP CAPITAL £2,000,000.
 II—Fire Fund £2,000,000.
 III—Life & Annuity Fund £14,893,600.
 216,893,600 £10
 Reinsured Fire Branch £1,635,129 0 0
 Life & Annuity Branch £1,615,755 11 9
 £3,250,884 11 9
 The Accumulated Funds of the Fire and Life Departments are free from liability in respect of each other.
 Hongkong, June 18, 1904. 1537

THE WESTERN ASSURANCE COMPANY OF TORONTO AND LONDON.
 INCORPORATED A.D. 1851.
MARINE BRANCH.
 THE Undersigned, having been appointed AGENTS for the above Company, are prepared to accept Fire Risks at Current Rates.
 ALEX. ROSS & CO.
 Hongkong, April 28, 1904. 1412

FIREMAN'S FUND INSURANCE CO.
 OF SAN FRANCISCO, CALIFORNIA.
 STATEMENT to 31st December, 1903.
 ASSETS, GOLD, \$5,803,823.37
 NET SURPLUS, GOLD, \$2,150,118.80
 Income, GOLD, \$3,470,787.53
FIRE BRANCH.
 THE Undersigned, having been appointed AGENTS for the above Company, are prepared to accept Fire Risks at Current Rates.
 SHEWAN, TOMES & CO.
 Hongkong, March 24, 1904. 562

Intimations.

MARTIN'S APOL & STEEL PILES.
 A French Patent for all kinds of Piles, driven by hand or steam, in all soils, and for all kinds of foundations, bridges, and other works.
HONGKONG HIGH-LEVEL TRAMWAYS COMPANY, LIMITED.
TIME TABLE.
 WEEK DAYS.
 (On and after 1st October, 1904.)
 6.45 a.m. to 7.00 a.m. Every 15 minutes.
 7.30 a.m. to 8.00 a.m. Every 10 minutes.
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 6.30 p.m. to 7.00 p.m. Every 15 minutes.
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 12.00 a.m. to 12.30 a.m. Every 10 minutes.
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Vessels Advertised as Loading

<i>Destinations.</i>	<i>Vessels.</i>	<i>Agents.</i>	<i>Dates of Leaving.</i>
Australian Ports	Empire (s)	3bb, Livingston & Co.	Nov. 14, at Noon.
Australian Ports	Talcan (s)	Buttfield & Swire.	November 16.
Amoy, Straits, B'gom	Pentakota (s)	Jardine, Matheson & Co.	Nov. 19, Daylight.
Cebu & Iloilo	Kailang (s)	Buttfield & Swire.	November 18.
Genoa, Marse, L'pool	Agamemnon (s)	Buttfield & Swire.	November 22.
Genoa, Marse, L'pool	Dardania (s)	Buttfield & Swire.	December 2.
Japan via Shanghai	Tiniani (s)	Yara-Chima-Japan Line.	November 11.
Java Ports	Tilapat (s)	Yara-Chima-Japan Line.	2nd half of Nov.

Edon, Am'dam, A'erp	Jason (s)	Butterfield & Swire	November 22.
Edon, Am'dam, A'erp	Telomachus (s)	Butterfield & Swire	December 6.
Edon, Am'dam, A'erp	Thetys (s)	Butterfield & Swire	December 20.
London, &c.	Chusan (s)	P. & O. S. N. Co.	Nov. 13, at Noon.
London, Antwerp, &c.	Manila (s)	P. & O. S. N. Co.	Nov. 10, at Noon.
London & Antwerp	Bemader (s)	Gibb, Livingston & Co.	About Nov. 19.
Manila	Yuenang (s)	Jordan, Matheson & Co.	Nov. 11, at 6 p.m.
Manila	Zafro (s)	Shewan, Tomes & Co.	Nov. 13, at 10 a.m.
Manila	Cheng (s)	Shewan, Tomes & Co.	About Jan. 2.
Manila	Tramont (s)	Dodwell & Co. Limited	About 10 a.m.
New York v. Suez Canal	St Hugo (s)	Dodwell & Co. Limited	About Nov. 25.
New York v. Suez Canal	Shimosa (s)	Dodwell & Co. Limited	About Dec. 18.
New York v. Suez Canal	Kennecobe (s)	Standard Oil Co.	About Nov. 18.
New York v. Suez Canal	Breixtel (s)	Standard Oil Co.	About Dec. 1.
New York, Suez Canal	Shanghai (s)	Shewan, Tomes & Co.	January 30.
New York, Suez Canal	Raja (s)	Shewan, Tomes & Co.	January 30.
Shanghai	Nubia (s)	P. & O. S. N. Co.	About Nov. 18.
Shanghai	Shaobang (s)	Butterfield & Swire	November 11.
Shai, Kobe & Ym...	Touraine (s)	Messageries Maritimes	About Nov. 14.
Shanghai and Portland	Arabia (s)	Portland & A. S. Co.	Nov. 19, Daylight
Shanghai and Portland	Shanghai (s)	Portland & A. S. Co.	Nov. 19, Daylight
Shanghai and Portland	Nicomedia (s)	Portland & A. S. Co.	Jan. 2, Daylight
S'pore, Cbo, & B'by	Manzoni (s)	P. & O. S. N. Co.	About Nov. 12.
S'pore, Amoy, Foochow	Triumph (s)	Owaka Shoen Kalaka.	Nov. 8, Daylight.
S'pore, Amoy & Tamsui	M. Struve (s)	Owaka Shoen Kalaka.	Nov. 13, Daylight.
S'pore, Amoy & Tamsui	Providence (s)	Owaka Shoen Kalaka.	Nov. 16, Daylight
S'pore, Amoy & Tamsui	St. Barthol (s)	Owaka Shoen Kalaka.	Nov. 20, Daylight
S'pore, Cbo & T...	Chitral (s)	Butterfield & Swire	November 22.
Victoria, Amoy, Tamsui	Stranus (s)	Butterfield & Swire	November 20.

Victoria, B.C., Tacoma	Texan (s)	Didwell & Co. Limited	About Dec. 17.
Victoria, B.C., Tacoma	Tremont (s)	Didwell & Co. Limited	About Jan. 10.
Vancouver (B.C.), &c.	Empress of India (s) ..	Canadian P'fco R. Co.	November 16.
Vancouver (B.C.), &c.	Empress of Japan (s) ..	Canadian P'fco R. Co.	December 14.
Vancouver (B.C.), &c.	Athenian (s)	Canadian P'fco R. Co.	December 28.
Yme, S'hai, Moji, Kobe	Candia (s)	P. & O. S. N. Co.....	About Nov. 13.

Stocks.	No. of Shares.	Value.	Paid up.	Closing Quotations.
				Cash.
BANKS.				
Hongkong and Shanghai Bank Corp.	80,000	\$ 195	all	\$700, buyers & sellers
National Bank of China, Limited	18,970	10	2 8	268
	29,955	10	2 8	338
Do. Founders' shares.	7500	1	1 1	\$10, buyers
MARINE INSURANCES.				
Marine Insurance Co. Ltd.	10,000	\$ 250	50	\$250, buyers

China Traders' Insurance Co., Ltd.,	94,000	85.35	25	\$51, buyers
North-China Insurance Co., Ltd.,	10,000	12	6	77 1/2, ex div.
Union Insurance Society, Ltd.,	10,000	250	100	\$335, buyers
Yangtze Insurance Association, Ltd.,	8,000	100	50	\$145
FIRE INSURANCE.				
China Fire Insurance Co., Ltd.,	20,000	100	50	\$80, sales & buyers
Hongkong Fire Insurance Co., Ltd.,	8,000	250	20	\$335, buyers
DOCKERS, ETC.				
H'kong & Whampoa Dock Co.'s Ltd.,	50,000	50	all	\$220, buyers
Gen. Penwick & Co., Limited,	5,000	25	20	\$47, sellers
New Amoy Dock Co., Ltd.,	4,000	100	25	\$27 1/2, buyers
C. C. Farbank, Rept & Co., Ltd.,	55,700	77 1/2	100	77 1/2, 176
STEAMBOATS, ETC.				
S. C. and Manille S. S. Co., Ltd.,	30,000	50	50	\$23, buyers
Thompson Steamship Co., Limited,	20,000	50	all	\$35, sellers
Yong Sang S. S. Co., Ltd.,	50,000	15	15	

Indo-China S. N. Company, Limited.....	60,000	£	10	all	1130, sales
Star Ferry Company, Ltd.	10,000	£	5	10	140, sales & sellers
Shell Transport & Trading Co., Ltd.....	10,000	£	5	5	530
Shui Tui and Lighter Co., Ltd.....	200,000	Tls.	50	Tls. 60	23½, sales
Shanghai Tag & Lignum Co., Ltd.	100,000	Tls.	60	Tls. 60	Tls. 30
do. Preference.					Tls. 30, buyers
					Tls. 49, buyers
China Sugar Company, Limited.....	90,000	£	100	11	123½, sellers
Perak Sugar Company, Limited.....	100,000	£	100	11	85
London Sugar Refining Co., Ltd.	7,000	Tls.	50	£ 50	Tls. 60, sales
W. & R. W. Ward & Godwin Co.	20,000	£	50	all	111½, sales & sellers
Shanghai and Wharfedale Wharf Co.	20,100	Tls.	100	Tls. 100	Tls. 14½, buyers
LAND AND BUILDING.					
Pongtong Land Investment and	50,000	£	100	100	114½, sales

Agency Comissary, Limited	52,000	Tls.	50	Tls. 120, buyers
Shanghai Land and Building Com.	8,000	8	50	\$39
Wai-wei Land and Building Com.	3,254	Tls.	25	Tls. 12, buyers
Pui-bel-wai Land and Building Co., Ltd	100,000	8	10	\$12.75, sales
Flumphreys Estate & Finance Co.	50,000	8	50	\$5, sellers
West Point Building Co., Limited	12,500	8	50	\$50, sellers
TRAMWAYS				
HK High-Level Tramways Co. Ltd.	1,250	8	100	\$300
SHIPPING				
Shanghai Charbon de Chine	16,000	Fcs.	250	\$490
Ranb Ass. Gold Mining Co., Ltd.	200,000	2	1	18/10 \$6, sellers

Hongkong Hotel Company, Ltd.,	15,000	¢	50	¢	187, buyers
Astor House Hotel Ltd., (Hankow),	50,000	T. 1/2	50	T. 1/2	180
Astor House Hotel Co., Ltd. (S'pore),	50,000	¢	25	¢	22, sales
MISCELLANEOUS.					
A. S. Watson & Co., Limited, }	50,000	¢	10	¢	15 1/2, sellers
do. }	50,000	¢	10	¢	12 1/2, sellers
Watkins Limited	10,000	¢	10	¢	4 1/2, buyers
LIVERING.					
S'K. and China Tea Co., Limited,	7,000	¢	10	¢	140, buyers
Swingfield Tea Company, Ltd.,	5,000	T. 1/2	50	T. 1/2	103
Tongkong Electric Co., Limited,	50,000	¢	10	¢	215, buyers
New Electric (new issue)	50,000	¢	5	¢	50, sales
BRICKS AND CEMENT.					
Green Island Cement Co., Ltd.,	50,000	¢	10	¢	322, sellers

Roll s Asbestos Eastern Agency.	8,604	C	19/8	£19/6	855
Id.					
United Asbestos Oriental Agency.	10,000	T	10	£ 7 1/2	buyers
Limited			10	10	10 1/2
Id.					
Hk. Steam Water-Boat Co. Ltd.	7,500	T	10	£ 10	120
Id.					
Hongkong Dairy Farm Co.	10,000	T	7 1/2	£ 32 1/2	buyers
Id.					
Hongkong Ice Company, Limited	5,000	T	28	£ 1	\$255, sales
Id.					
Shanghai Waterworks Co. Ltd.	7,250	C	8	£ 20	75, buyers
Id.					
Shanghai Planning Company, Ltd.	10,000	T	60	£ 1	\$140, buyers
Id.					
Hongkong Cotton Spinning Co. Ld.	10,000	T	10	£ 10	\$100, buyers
Id.					
Two Cotton Spinning and Weav-	20,000	T	50	£ 50	£ 25, sales
ing Co. Ld.					

	International Oceanic Marine Insurance Co., Ltd.	10,000	Tls. 75	Tls. 75	Tls. 50
	Leao Tung-Ming Oceanic Shipping and Warehousing Co., Ltd.	5,000	Tls. 100	Tls. 100	Tls. 224
	Over the Ocean Shipping Co., Ltd.	5,000	Tls. 500	Tls. 90	Tls. 180, others
	China-Prudent Loan Mortgage Co., Ltd.	60,000	Tls. 10	Tls. 10	Tls. 18, sales & buyers
	China-Porter Company, Ltd.	50,000	Tls. 12	Tls. 12	Tls. 112, buyers
	Onghpoh, Moore & Co., Limited	1,200	Tls. 10	Tls. 10	Tls. 240, buyers
	Wan, Power, Ltd.	12,000	Tls. 20	Tls. 10	Tls. 111 sellers
	Shanghai and Hongkong Dyeing and Finishing Co., Ltd.	1,900	Tls. 50	Tls. 50	Tls. 500
	South China Morning Post	4,000	Tls. 25	Tls. 25	Tls. 517, sales & buyers
	SEAM COMPANIES				
	Philippines Co., Ltd.	67,500	Tls. 1	Tls. 1	Tls. 374, sellers

American Limited	8810	100	100	100	100
SHANGHAI	AMERICAN	100	100	100	100
Chinese Industrial 1986	Tls.	167,500	Tls.	167,500	Tls.
VERNON and EMITH, Share Brokers					

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